DATE: ______ FOOTHILLS RIDING ADVENTURES, LLC EQUINE LIABILITY RELEASE AND RIDING AGREEMENT

By this agreement, made and entered this	day of	, 20	, by and between RIDER:
	and PARENT/	LEGAL GUARDIAN (if	RIDER is under legal age of
consent)		, hereinafter referred t	to as "I", and Foothills Riding
Adventures, LLC and Caroline M. Roy, LL	C, both hereinafter referred to as "	FRA", located at La Reind	a "LA REINDA RANCH" at
4510 Niwot Road, Boulder, CO 80503, IT I	IS HEREBY AGREED AS FOLLO	OWS:	

ACTIVITY

I, the undersigned, do for myself or on behalf of my child or legal ward, hereby voluntarily request and consent to participation in the following activities (check all that apply):

- □ Cooperative member and ride my horse at FRA
- \Box Take riding lessons at FRA
- □ Participate in FRA offsite horse related activities
- □ Attend FRA summer camp
- □ Participate in Equine Therapy activities
- Take yoga classes at FRA
 Community Service/Service Learning at FRA

 \Box Lease and ride a horse at FRA

□ Participate in riding or groundwork instruction at FRA

□ Volunteer at FRA

□ Attend or participate in clinics, special events, shows, or continuing education classes at FRA

□ Participate in other horse related events/activities at FRA (please specify):

I, or my child or legal ward, will ride either my (our) horse(s) or horses provided by FRA for pleasure, instructional, therapeutic, or competitive purposes. If I decide, for myself or on behalf of my child or legal ward, to participate in an activity not checked or specifically listed, I agree nevertheless to be bound by the terms of this Agreement with respect to such activity. If I decide to withhold or withdraw my request, or permission for my child or legal ward, to participate in any one or more of the activities, I acknowledge that I must notify FRA immediately, both verbally AND in writing.

EXPERIENCE

During the last two years, I, or my child or legal ward, have/has ridden horses: (write applicable name(s) beside appropriate time)

A. Less than 10 hours	Name:
B. 10 to 20 hours	Name:
C. 20 hours or more	Name:

PROTECTIVE ATTIRE

I will always wear an ASTM/SEI (American Society for Testing and Materials/Safety Equipment Institute) certified helmet with harness and will always wear hard-soled, fully enclosed shoes or boots and socks to protect feet and long pants to protect legs while working around or riding horses. Boots or riding shoes shall be heeled to minimize the risk of a rider's foot moving too far forward in the stirrup, thereby hindering disengagement in the event of a need to quickly dismount the horse.

I (rider/parent/guardian/child) have been advised to always wear an ASTM/SEI-certified vest when jumping a horse.

THE NATURE AND PHYSICAL CHARACTERISTICS OF THE HORSE

- While domesticated, well-trained horses are usually obedient, docile, and affectionate, it is important to understand that their survival instincts are what have allowed the horse to survive from prehistoric times to the present day.
- I am advised and I understand that the activities listed above are HAZARDOUS and may involve a substantial risk of serious injury or death.
- I am advised horses are: unpredictable by nature, with minds of their own, as are all animals both domestic and wild; often somewhat highly strung or nervous by nature; extremely strong and powerful physically; and extremely heavy, commonly weighing 600 to 1500 pounds. These characteristics deserve a human being's utmost respect.

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- I am advised that when a horse is frightened, angry, under stress or feels threatened, it is his/her instinct to jump forward and/or sideways to run away from danger at a trot or gallop at speeds up to 35 miles per hour.
- I am advised that if a horse is frightened or feels threatened from behind, it may kick straight back, sideways in either direction or even forward with either of its hind legs with tremendous force.
- I am advised that if a horse is frightened or feels threatened from above, or from something on its back, it may hunch its back and buck in a way that could throw a rider to the ground with tremendous force. A fall from a horse will usually be from a height of three to six feet.
- I am advised that if a horse is frightened or feels threatened from the front, it may naturally react by rearing up with its front legs, striking with one or both front legs, biting with its teeth, throwing its head up or from side to side, or running directly over whatever it fears in front of it.
- I am advised that a human must always approach a horse calmly, quietly, and cautiously, preferably from near its shoulder or lower neck, talking soothingly to it.
- I am advised that loud and/or sudden unexpected movements, dropping of objects near a horse, approaching vehicles, animals or people, ill-fitting equipment or physical pain can provoke a domesticated horse into reacting according to his/her natural protective instincts.
- I am advised that the first signs of anger or fear in a horse are the sudden tensing of the muscles of the body, possibly laying its ears flat back against its head, or quickly tossing or raising its head, or sudden snorting through the nostrils accompanying at least one other warning sign.
- I am advised that a horse can see independently with each eye, looking in one direction with one eye and another direction with the other eye. A horse can focus both eyes on one object some distance in front of it; that usually the direction its ear is pointing will tell an observer where the eye on the same side as the ear is looking, and consequently, on what the horse is likely concentrating on at that moment.
- I am advised that a horse has two blind areas into which it cannot see. It cannot see directly behind it, nor can it see what it is eating. This is the reason it is best to approach a horse close to the shoulder and never surprise it from the rear, or to reach first for the horse's mouth.
- I am advised that while a horse is very sure-footed by nature, it may accidentally step on an object such as a human foot when it is balancing itself or turning about; also that if a horse is ridden or worked on unstable ground or slippery grass or footing, it could fall down, injuring a rider or handler.

CONTROL AND CARE OF THE HORSE

I (rider/parent/guardian/child) understand that upon mounting the horse and taking up the reins, I am in primary control of the horse and that FRA is not responsible for the results of my actions or inactions. I further agree to not abuse, misuse, or deliberately agitate the horse as these actions may result in increased risk to myself and others.

I (rider/parent/guardian/child) agree to abide by the following principles of good horsemanship:

- All horses shall be treated in a humane manner at all times. No cruel or unsportsmanlike conduct will be tolerated. This includes roughness, roping, wrestling, intentionally causing disobedience, causing bucking, rearing, or any movements that endanger the health of horse or human. Use of severe bits is prohibited. Use of curb bits with mild ports and short shanks, snaffle bits and bosals or side pulls is encouraged. Twisted wire bits, long shanks (optimum ratio for shanks is 1:2.5 below the mouthpiece) and mechanical hackamores are examples of equipment NOT to be used. If you have questions about whether equipment you would like to use is acceptable, please contact an FRA instructor.
- Horses are to be kept under control and supervision at all times, led by halter or bridle, tied a designated hitch rails, attended while tied, and ridden with a minimum of a bridle.
- Injured or ill horses shall be treated immediately.
- Instruction is permitted by instructors approved by FRA only.
- Horses may be ridden, handled, or fed treats only with the horse owners' or agents' consent.
- Riding is restricted to the premises of La Reinda or public rights-of-way (not on adjacent private property).
- Riders are encouraged to stay on designated ranch trails so as not to create new "social" trails.
- Dismount before entering tacking area.

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- Indoor riding arena is limited to six horses. During lessons, this number is at the discretion of instructors. The outdoor arena should be considered as two arenas with the above policy prevailing in the half in which a lesson is in progress. Arenas may be reserved for special activities through FRA management. Consult the instructor schedule on the bulletin board for times the arena(s) will be used for lessons. Riders must share use of all facilities during all other times. Arena rules are posted.
- All riders are required to read and sign an Agreement and Liability Release prior to use of FRA horses or facilities. Boarders are responsible for requiring their guests to sign this agreement.
- If riders, boarders, leasers, event participants or visitors do not maintain proper care and conduct of a horse, they may be asked to dismount, the incident will be reviewed, and privileges may be suspended at FRA facilities.

FACILITY POLICY

I (rider/parent/guardian/child) agree to abide by the following facility policies:

- All visitors, riders and boarders are responsible for the proper conduct of their families, pets, and guests while on the FRA/LA REINDA RANCH premises.
- Cooperation is needed to keep the facilities in good condition. Please report any needed repairs or hazards to FRA management. Maintenance/work request forms can be found in the lounge.
- Costs arising from injury or damage to FRA horses, equipment and facilities caused by neglect or abuse will be charged to the
 responsible individual. Maintenance and repair of facilities is restricted to FRA employees only.
- If any person is involved in a slip, fall or other physical incident, they are required to fill out an incident report. These reports are available in the lounge.
- No alcoholic beverages of any kind will be permitted on the premises.
- No smoking is allowed on the FRA/LA REINDA RANCH premises. Fire danger is real.
- Hunting and shooting is not permitted except by special arrangement with La Reinda owners.

LIABILITY RELEASE

I hereby agree to fully and expressly assume and accept any and all RISKS of injury or death inherent in equine activities. I understand that, except in the event of FOOTHILLS RIDING ADVENTURES's wanton and willful negligence, I am responsible for death, bodily injury or property damage which I or my child or legal ward should sustain on FOOTHILLS RIDING ADVENTURES/LA REINDA RANCH premises and/or trails whether riding a horse or engaged in an activity described above or not, and/or while in transit to or at horse shows, trail rides, or similar expeditions. I am also responsible for any attendance or time that I or my child or legal ward shall lose from employment or school or other activity and for medical expenses or any other expenses incurred because of such bodily injury or property damage. I hereby, for myself, my child or legal ward, my heirs, administrators and assigns release and forever discharge the owners, operators, and sponsors of FOOTHILLS RIDING ADVENTURES and their respective servants, agents, officers and all other participants of and from all claims, demands, actions and causes of action for such injuries sustained to my person, or that of my child or legal ward, charge and/or property. I will defend and hold FOOTHILLS RIDING ADVENTURES, their officers, directors, employees, agents, insurers, and volunteers harmless against any and all damages, liabilities, losses, claims, demands, causes of action, judgments, costs, penalties, and expenses, including reasonable attorneys' fees, arising from any of my, or my child's or legal ward's, negligent or intentional acts or failures to act.

WARNING – under Colorado Law, an equine professional is not liable for an injury or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to section 13-21-119, Colorado Revised Statutes.

CONSENT TO EMERGENCY TREATMENT/MEDICAL INSURANCE/EMERGENCY CONTACTS

I (rider/parent/guardian/child) am in good health and am physically able to participate in the above-described activities, except as indicated at the end of this Agreement. In the event of illness or accident, permission is granted for emergency treatment to be administered. I will assume full responsibility for any such action, including payment of costs. I (rider/parent/guardian/child) am currently covered by accident-medical insurance and will remain insured for the duration of my, or my child's or legal ward's, participation in the above-described activities. *Name of insurance company is*

_____. Telephone number is ______.

(Please provide a copy of the front and back of your insurance form.)

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I further understand that should emergency treatment be required, the current insurance information here listed will be provided to the attending clinic or hospital to cover future payment of incurred bills.

This agreement is entered into in the state of Colorado and will be interpreted and enforced under the laws of that state. Upon the signing of the agreement, I (rider/parent/guardian/child) acknowledge that I have read and agree to be bound to this agreement.

I, THE UNDERSIGNED, BEING OF LEGAL AGE AND OF SOUND MIND AND NOT BEING UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS, HAVE READ AND UNDERSTAND THE FOREGOING AGREEMENT AND RELEASE. I ALSO ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT THIS DATE.

I CERTIFY THAT I HAVE LEGAL AUTHORITY TO CONSENT TO THE ABOVE-DESCRIBED ACTIVITIES ON BEHALF OF MY CHILD OR LEGAL WARD:

FULL NAME(S) OF RIDERS, IF UNDERAGE OR GUARDIANSHIP:		
1	DATE OF BIRTH:	
2	DATE OF BIRTH:	
3	DATE OF BIRTH:	

Listed below are the details of any allergies, ailments, or disabilities I (rider/parent/guardian/child) may have, of which FOOTHILLS RIDING ADVENTURES should be aware:

SIGNATURE OF PARENT OR GUARDIAN:			DATE		
SIGNATURE OF RIDER:			DATE		
	(if of legal age and not under g				
FULL ADDRESS		CITY	ST	ZIP	
HOME PHONE	BUSI				
In the event I cannot be reach	ed, please contact:				
Name:	Phone:	Alt. Phone:			
Name:	Phone:	Alt. Phone:			
Physician's Name:	Phone:				
Preferred Medical Facility:					

ALLERGIES, AILMENTS, MEDICAL CONDITIONS, OR DISABILITIES:

OTHER EMERGENCY CONTACT INFORMATION

PLEASE INCLUDE A COPY OF YOUR CHILD'S INSURANCE CARD (BOTH SIDES). THANK YOU!